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AGREEMENT

*final orig signed*

Between

BOROUGH OF BERNARDSVILLE, *Borough of*

SOMERSET COUNTY, NEW JERSEY

and

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION

BERNARDSVILLE, LOCAL NO. 139

*RBA Local No. 139*

(Patrolmen and Detectives)

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*X* January 1, 1981 through December 31, 1982

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Labor Relations

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PREAMBLE

THIS AGREEMENT, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 1981, by and between the BOROUGH OF BERNARDSVILLE, in the County of Somerset, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "Borough"), and NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 139, (hereinafter referred to as the "PBA"), represents the complete and final understanding on all bargainable issues between the Borough and the PBA.

## ARTICLE I

### RECOGNITION

A. The Borough recognizes PBA, Local No. 139 as the representative for the purposes of collective negotiations of all Patrolmen and Detectives employed by the Police Department, but excluding Special Police, Dispatchers, and all other employees of the Borough of Bernardsville.

B. The titles of Patrolmen and Detectives shall be defined to include the plural as well as the singular, shall include males and females and are synonymous with the word employees.

## ARTICLE II

### MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Borough Government and its properties and facilities, and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

### ARTICLE III

#### TRAVEL ALLOWANCE

A. In the event an employee is required and directed to utilize private transportation to or from any authorized business, then the employee shall be reimbursed by the Borough at the rate of eighteen (\$.18) cents per mile or at such higher rate as determined by ordinance measured from the Municipal Building.

## ARTICLE IV

### NO-STRIKE AND NO-LOCKOUT PLEDGE

A. During the term of this Agreement, the PBA agrees on behalf of itself and insofar as is legally possible on behalf of each of its members that there will be no strike of any kind and the Borough agrees that it will not cause any lockout.

B. The PBA covenants and agrees that neither the PBA nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or wilful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other illegal job action against the Borough. The PBA agrees that such action would constitute a material breach of this Agreement.

C. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any PBA member shall entitle the Borough to invoke any of the following alternatives:

1. Withdrawal of PBA recognition
2. Withdrawal of dues deduction privileges (if previously granted)
3. Such activity shall be deemed grounds for termination of employment of such employee or employees

D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough or the PBA in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the PBA or its members.

## ARTICLE V

### SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

## ARTICLE VI

### NON-DISCRIMINATION

A. There shall be no discrimination by the Borough or the PBA against employees on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of thier membership or non-membership in the PBA or because of any lawful activities by such employees on behalf of the PBA. The PBA, its members and agents shall not discriminate against, interfere with, restrain or coerce any employee covered under this Agreement who are not members of the PBA.

## ARTICLE VII

### DEDUCTIONS FROM SALARY

A. The Borough agrees to deduct from the salaries of its employees subject to this Agreement dues for the PBA. Such deductions shall be made in compliance with Chapter 310; Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9e as amended. Said monies together with records of any corrections shall be transmitted to the PBA by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the PBA shall furnish to the Borough written notice prior to the effective date of such change and shall furnish to the Borough either new authorizations from its members showing the authorized deduction for each employee or an official notification on the letterhead of the PBA advising of such changed deduction.

C. The PBA will provide the necessary "check-off authorization" form and the PBA will secure the signatures of its members on the forms and deliver the signed forms to the Borough Administrator. The PBA shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the PBA to the Borough or in reliance upon the official notification on the letterhead of the PBA and signed by the President and Secretary-Treasurer of the PBA advising of such changed deduction.

## ARTICLE VIII

### FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. Neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

## ARTICLE IX

### EMPLOYEE RIGHTS

A. The employees covered by this Agreement will have all of the rights granted under this contract.

B. In the event of mutually scheduled meetings at times and places agreeable to both parties to this Agreement, the Borough shall permit two (2) representatives of the Association if on duty to conduct grievance conferences, negotiating sessions and hearings during the business day at no loss of regular straight-time pay.

C. The Borough shall permit a delegate and two (2) alternates to attend a State PBA convention without loss of regular pay pursuant to State law. The PBA shall provide the Borough thirty (30) days' notice of the names of such delegates. If within thirty (30) days prior to the convention, for any reason a delegate is unable to serve, the PBA shall not be allowed a substitute designee.

D. A bulletin board shall be made available by the Borough in the police department locker room for the use by the PBA. Only material authorized by the signature of the PBA President or an authorized representative (whose name shall be provided in writing to the Borough upon the execution of this Agreement) shall be permitted to be posted on such board.

E. Employees shall receive five (5) days' notice of a change in shift assignment or duty assignment, except in the event of emergency as defined by N.J.S.A.40A:14-134. This advance notice requirement shall not apply to officers assigned to the Reserve Squad. However, a minimum of sixteen (16) hours advance notice shall be provided to members of the reserve squad.

F. No employee shall be disciplined, discharged or reduced in rank or compensation without just cause.

G. The State delegate of the P.B.A. shall be permitted to attend monthly State delegate meetings at no loss of pay on the following schedule:

a) If the delegate is scheduled to work the midnight to 8:00 a.m. shift, he shall be released from duty at 5:00 a.m.

b) If the delegate is scheduled to work the 8:00 a.m. to 4:00 p.m. shift, he shall receive that day off.

c) If the delegate is scheduled to work the 4:00 p.m. to midnight shift, he shall not be required to report for duty until 6:00 p.m.

## ARTICLE X

### COLLEGE INCENTIVE PROGRAM

A. The Borough has adopted in Ordinance No. 471 certain requirements for promotion in rank including the attainment of certain college credits in order to qualify for eligibility.

B. The parties agree that the provisions of that Ordinance, insofar as they require certain college credits to be eligible for promotion, shall apply only to employees of the Police Department hired after December 19, 1974.

C. For all employees covered by this Agreement, the Borough will pay the costs of tuition and books for courses taken and completed with a passing grade in an approved course of study leading to an Associate or Baccalaureate degree in Police Science. The policemen will cooperate in securing reimbursement under the State Law Enforcement Planning Act, or the Federal Law Enforcement Education Program.

## ARTICLE XI

### LONGEVITY

A. As additional compensation, patrolmen and detectives in the Police Department, who were employed prior to June 1, 1980, shall receive annual longevity compensation for continuous service in accordance with the following schedule:

- |  |                           |
|--|---------------------------|
| 1. After four (4) years of service     | 2% of base pay per annum  |
| 2. After eight (8) years of service    | 4% of base pay per annum  |
| 3. After twelve (12) years of service  | 6% of base pay per annum  |
| 4. After sixteen (16) years of service | 8% of base pay per annum  |
| 5. After twenty (20) years of service  | 10% of base pay per annum |

B. The percentages in paragraphs 1 through 5 above represent totals and are non-cumulative.

ARTICLE XII

CLOTHING ALLOWANCE

A. Effective on the years shown, a clothing allowance shall be paid on the following basis:

	<u>UNIFORMED OFFICERS</u>	<u>NON-UNIFORMED OFFICERS</u>
1. 1981	\$ 325.00	\$ 350.00
2. 1982	\$ 350.00	\$ 375.00

## ARTICLE XIII

### SICK LEAVE

A. Part-time and full-time temporary employees and non-staff employees are not eligible for sick leave benefits under this Article.

B. A certificate from a physician designated by the Borough or the employee's own physician, may be required as sufficient proof of the need of sick leave. In case of sick leave due to a contagious disease or exposure to same, a certificate from a physician may be required before returning to work.

C. For disability because of sickness or an accident each permanent full-time and permanent part-time staff employee is entitled to the disability benefit shown in the following table during the continuance of the disability:

<u>Length of Continuous Service at Date of Disability</u>	<u>100% Salary for</u>	<u>2/3 of Salary for</u>	<u>1/3 of Salary for</u>
1st year of continuous service	1 week	4 weeks	4 weeks
2nd year of continuous service	2 weeks	6 weeks	8 weeks
3rd year of continuous service	4 weeks	8 weeks	12 weeks
4th year of continuous service	6 weeks	10 weeks	16 weeks
5th year of continuous service	8 weeks	12 weeks	20 weeks
6th year of continuous service	10 weeks	14 weeks	24 weeks
7th year of continuous service	13 weeks	16 weeks	23 weeks
8th year of continuous service	16 weeks	18 weeks	18 weeks
9th year of continuous service	21 weeks	22 weeks	9 weeks
10th year or later year of continuous service	26 weeks	26 weeks	

Weeks refer to calendar weeks from the date of disability prorated for actual time out of work. Length of service means that completed at the time disability occurs. Only full years of continuing service shall be considered (parts of years shall not be prorated). Weekly salary for part-time permanent staff employees shall be the average payable over the then current year. Any payments shall be reduced by the amount of any Workmen's Compensation received.

D. A second period of disability is considered a new disability with benefits beginning anew at the 100% of salary level if it arises from a different cause. If it arises from the same cause and there has been a period of three or more continuous weeks back at work after the first period of disability, the benefit payments shall commence at the 100% of salary level and follow the above schedule assuming the date of disability to be at the date of the recurrence. In either case, the maximum number of weeks during which any benefit will be paid is reduced by the number of weeks benefit paid in the 52 weeks just preceding the date of disability. Borough approved leaves of absence, including leaves for Military Service, do not constitute a break in service.

E. An employee who shall be absent on sick leave for six (6) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. An employee who has been absent on sick leave for a period totalling eight (8) or more days in one (1) calendar year consisting of periods of less than four (4) days, shall be required to submit acceptable medical evidence for any additional sick leave in that year. The Borough may require proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances at its expense.

F. Each employee shall report to active duty after each illness or injury where the services of a physician were required only after first presenting the Borough Clerk a final physician's statement indicating that he is again fit for active duty.

G. The Borough Council reserves the right to require a medical examination at any time during disability at the expense of the Borough.

H. Payment for disability due to sickness or accident shall not be allowed under the following conditions:

(1) If the employee, when under medical care, fails to carry out the instructions of the attending physician,

(2) If in the opinion of the Borough Medical Examiner, the employee is ill or disabled of self-imposed contributory causes or actions occasioned by bad habits, and

(3) If, in the opinion of the Borough Medical Examiner, the disability or illness is not of sufficient severity to justify the employee's absence from duty.

I. Leave for ordinary dental care or for the services of any eye specialist for normal eye care do not qualify as a disability as such professional services are readily available outside of normal working hours.

J. Any employee receiving disability payments who, in addition, qualifies for payments under Workmen's Compensation benefits, shall during the period he is receiving such benefits be entitled to no greater portion of his disability payments than the net difference between them.

K. It shall be the responsibility of the employee to notify his supervisor of an absence due to illness as soon as is reasonably practicable. Failure to so notify may result in a forfeiture of such sick leave credit.

L. Leave of Absence as a Result of Injury or Disability Resulting From or Arising Out of Employment.

1. When a full-time permanent Borough employee or part-time permanent staff employee shall be injured or disabled resulting from or arising out of his employment and such injury or disability shall be evidenced by the certificate of a physician designated by the Mayor and the Council of the Borough of Bernardsville to examine such person, the Mayor and Council of the Borough of Bernardsville shall by resolution pursuant to N.J.S.A. 40A:9-7 grant the injured or disabled employee a leave of absence with pay for a period not exceeding six (6) months.

The employee shall not be charged any sick leave time for time lost due to the aforesaid injury or disability.

2. Prior to the passage of a resolution referred to in paragraph (a) hereof, a contract shall be executed between the employee and the Borough setting forth that the employee shall reimburse the Borough from monies he may receive as Workmen's Compensation, temporary benefits, or from possible legal settlement from or judgment against, the person or persons responsible for the injury.

3. Each full-time permanent employee shall be entitled to three (3) days' bereavement leave with pay for the loss of a husband, wife, child, father, mother, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, or relative in the same household. Such period of time shall not be charged to vacation.

ARTICLE XIV  
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement or physical working conditions, and may be raised by an individual of the PBA on behalf of an individual or individuals, or the Borough.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

**Step One:**

(a) An aggrieved employee or the PBA on behalf of an aggrieved employee or employees or the Borough shall institute action under the provisions hereof within ten (10) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

(b) The supervisor shall render a decision within five (5) days after receipt of the grievance.

**Step Two:**

(a) In the event a satisfactory settlement has not been reached, the employee or the PBA shall, in writing and signed, file his grievance with the Department Head within five (5) days following the determination at Step One.

(b) The Department Head shall render a decision in writing within five (5) days from the receipt of the grievance.

**Step Three:**

(a) In the event the grievance has not been resolved at Step Two, then within five (5) days following the determination, the matter may be referred to the appropriate committee who shall review the matter and make a determination within ten (10) days from the receipt of the grievance.

**Step Four:**

(a) In the event the grievance has not been resolved at Step Three, the employee or the PBA may in writing request a review of the matter by the Mayor and Council within five (5) days of the determination at Step Three.

(b) The decision of the Mayor and Council shall be rendered within thirty (30) days of its review.

**Step Five - Advisory Arbitration**

(a) If the grievance is not settled through Steps One, Two, Three and Four, either party may refer the matter to the American Arbitration Association for Advisory Arbitration within fifteen (15) days after the determination by the Mayor and Council. An arbitrator shall be selected pursuant to the Rules of the American Arbitration Association.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Mayor and Council. In the event the aggrieved elects to pursue any other procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration and the parties shall share whatever costs may have been incurred by the American Arbitration Association.

(c) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or an amendment or supplement thereto.

(d) The costs for the services of the arbitrator shall be borne equally between the Borough and the PBA. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

D. No response at any Step in this procedure by the Borough or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits, the grievant may proceed to the next step.

E. Time limits may be extended by the parties by mutual written agreement.

F. The Borough reserves the right to file in writing a grievance within ten (10) days on its behalf with the Executive Board of the PBA which shall conduct a conference with the representatives of the Borough within ten (10) days of filing of the grievance, and render a written determination within thirty (30) days of the conference. Failure to act within said ten (10) day period shall be deemed to constitute an abandonment of the grievance.

ARTICLE XV  
COMPENSATION

A. Effective on the dates shown, all employees covered by this Agreement shall be entitled to receive the base rate of pay for their position in accordance with the following schedule:

<u>PATROLMAN</u>	Effective 1/1/80	Effective 1/1/81	Effective 1/1/82
1	\$19,071.00	\$20,597.00	\$22,245.00
2	\$17,392.00	\$18,783.00	\$20,286.00
3	\$15,713.00	\$16,970.00	\$18,322.00
4	\$14,873.00	\$16,063.00	\$17,348.00
5	\$14,033.00	\$15,156.00	\$16,369.00
<u>DETECTIVE/ PATROLMAN</u>	\$20,025.00	\$21,627.00	\$23,357.00

B. Overtime

1. Patrolmen. Each patrolman shall be compensated at the rate of one and one-half (1 1/2) times his regular base rate of pay for all time worked in excess of the regularly scheduled hours, including but not limited to, situations where the officer is held over from his regular tour of duty, he is required to work in an emergency, and for attendance at courts while off duty.

2. Detectives. The higher base pay set forth in paragraph A above presumes the possibility of ten (10) hours of duty approved overtime per month. Any such overtime in excess of ten (10) hours per month shall be compensated in the form of compensatory time off on a straight time basis. Each month shall be a new accounting period.

C. Compensatory time may be taken at the employees's discretion with the approval of the Department Head. Compensatory time shall be used within 90 days

from the last day of the month in which earned unless otherwise previously approved by the Borough Administrator.

D. In the event an officer is eligible for overtime payments under this Article at time and one-half rates, the officer may opt to take compensatory time off in lieu thereof at the rate of time and one-half.

E. In the event an officer is recalled to duty during his regularly scheduled time off and not resulting in the continuation of a shift, then the officer shall be compensated a minimum of two (2) hours' pay at time and one-half (1 1/2) the base rate of pay. This provision does not apply to short notice change of shifts for officers assigned to the Reserve Squad.

## ARTICLE XVI

### VACATIONS

A. Employees who have been in the service of the Borough continuously for the preceding ten (10) months prior to January 1 of the current calendar year, are entitled to ten (10) days vacation with pay. New employees with less service shall be entitled to one day of paid vacation for each full month of service prior to the beginning of the calendar year.

B. Those officers assigned to the Uniform Division and working a six (6) day cycle shall have a week's vacation defined as six (6) working days.

All others shall have a week's vacation defined as five (5) working days.

C. Employees who terminate their service between June 1st and December 31st shall be paid for their unused regular or special vacation days.

D. Full-time employees shall be entitled on their service anniversary to Annual Special Days vacation with pay as follows:

After four (4) years of continuous employment - 3 days

After seven (7) years of continuous employment - 1 week

After fourteen (14) years of continuous employment - 2 weeks

E. All vacation days must be taken prior to May 31st of the second year succeeding the year in which earned. Accumulation of vacation leave beyond May 31st of the second year succeeding the year in which earned may be permitted only with the consent of the Borough Administrator and the appropriate Council committee.

F. An employee hired on or before the fifteenth (15th) day of the month shall be credited with a full month of service in computing vacation time.

G. Vacations shall be scheduled by the Department Head in such manner as to insure adequate levels of personnel to operate such department efficiently.

Amended 11/13/81 NOTE: Memorandum of understanding concerning interpretation of ten days as it pertains to the patrol division.

## ARTICLE XVII

### HOLIDAYS

A. Employees will be compensated at the base rate of pay for one (1) day for each of the following holidays:

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Election Day
10. Veterans Day
11. Thanksgiving Day
12. Christmas Day

B. The officer shall have the option of being paid six (6) holidays' pay on or about July 1 and December 1 of each calendar year or all twelve (12) days' pay on December 1 of the calendar year. Notice of this election shall be provided in writing to the Borough no later than December 1 of the preceding calendar year.

C. Effective January 1, 1980, each employee shall be entitled to one Personal Leave Day at regular base rates of pay. This day shall normally be taken following ten (10) days advance application to the Department Head except in the event of a personal emergency. The use of this Personal Day shall be subject to the manpower needs of the Department.

D. In the event the Borough Hall is closed due to a snow emergency, then each officer shall be entitled to an equal amount of time off without loss of pay to be scheduled subject to the manpower needs of the Department.

## ARTICLE XVIII

### SEVERANCE PAY ON RETIREMENT

A. In the event of an officer's normal service retirement after twenty-five (25) years' service, he shall receive one-twelfth (1/12th) of his annual base salary as a severance payment. An officer shall not be entitled to this payment by reason of any other type of retirement or termination of employment.

B. The provisions of this Article shall apply only to personnel who were employed prior to June 1, 1980.

ARTICLE XIX

WORK IN A HIGHER RANK

A. In the event an officer shall be assigned by the Department Head to perform the duties of a higher rank for a period of more than twenty-one (21) consecutive work days then from and after the twenty-second (22nd) work day, the officer shall be compensated at the minimum base rate of the position to which assigned.

B. Each temporary assignment in excess of three (3) consecutive work days shall be confirmed in writing by the Department Head to the employee and the Borough Administrator within forty-eight (48) hours of the expiration of the temporary assignment. The memorandum confirming the expiration of the temporary assignment shall contain a performance rating of "excellent", "satisfactory" or "unsatisfactory" performance.

C. The effective date for this article shall be July 1, 1981.

ARTICLE XX

TERM AND RENEWAL

A. This Agreement shall be in full force and effect as of January 1, 1981 and shall remain in full force and effect to and including December 31, 1982.

B. Negotiations for a new Agreement will commence pursuant to the Rules and Regulations of the Public Employment Relations Commission.

NEW JERSEY STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION,  
BERNARDSVILLE, LOCAL NO. 139

By:

Edmund William L. Lorigie  
John Patrick C. Foyt

Witness:

Sgt. George D. Dello  
Ptl. Kevin J. Valentini

BOROUGH OF BERNARDSVILLE  
SOMERSET COUNTY, NEW JERSEY

By:

Michael J. Perini  
Helen L. Humiston

Mary Lou Decker  
Rose G. Jarama